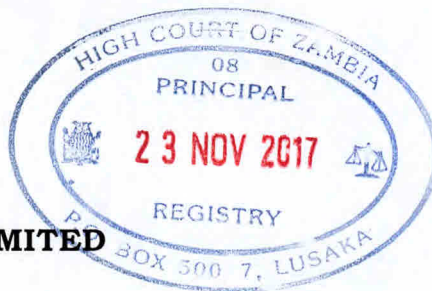


**IN THE HIGH COURT OF ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA**
(Civil Jurisdiction)

2013/HP/1622



BETWEEN:

PEARL OF HEALTH CLINIC LIMITED**PLAINTIFF**

AND

DR SHARIF MOHAMMED BADIUZZAMAN**DEFENDANT**

**BEFORE HON MRS JUSTICE S. KAUNDA NEWA THIS 23rd DAY OF
NOVEMBER, 2017**

For the Plaintiff : Messrs T.S Chilembo Chambers

For the Defendant : Ms I. Suba, Suba, Tafeni and Associates

J U D G M E N T

CASES REFERRED TO:

1. *Zambia Airways Corporation Limited V Gershom B. Mubanga 1990/ 1992 ZR 149*
2. *Nsansa School Inter Education Trust V Gladys Mtonga Musamba 2010 Vol 1 ZR 457*
3. *Albert Mwanaumo and others V NFC Africa Mining PLC Que Nelson Jilowa 2011 Vol 1 ZR 30*
4. *Attorney General V John Tembo 2012 Vol 1 ZR 1*
5. *Samson Katende, Crosby Bernard V NCF Africa Mining PLC 2011 Vol 2 ZR 112*

This action was commenced by the Plaintiff on 1st November, 2013, by way of writ of summons in which it claimed;

1. *A declaration and order that it is entitled to the payment of K38, 704.00 by the Defendant being the total expenses that it incurred.*

2. *An order for the payment of K90, 250.00, being six months' pay in lieu of notice, as per the contract.*
3. *Damages for breach of contract by the Defendant.*
4. *Aggravated damages.*
5. *Any other relief that the court may deem fit.*
6. *Interest at the current bank rate.*
7. *Costs.*

The statement of claim shows that by a contract dated 15th March, 2012 executed between the Plaintiff and the Defendant, the Defendant was employed as a resident doctor for a period of four years, effective 2nd April, 2012. That it was a term of the contract that if the Defendant terminated the contract, he would be liable to pay the Plaintiff six months' pay in lieu of notice which comes to K90, 250.00, costs incidental to the acquisition of temporary registration, supervision authority and examination fees to the Health Professionals Council of Zambia in the amount of K4, 000.00.

Other costs stated as payable by the Defendant were immigration fees for the acquisition of the Defendant's work permit from the Department of Immigration in the amount of K6, 000.00, air tickets for the Defendant and the spouse at a cost of K16, 254.00, and K12, 450.00 being the lodging and living expenses from the date of entry into Zambia to the date of formal start of employment.

It was also stated in the statement of claim that the Defendant was entitled to 2.5 leave days for each completed month, and that such leave would be taken at the Plaintiff's permission. The averment in paragraph 6 of the statement of claim, was that on or about 10th May, 2013, the Defendant applied for leave which was approved, but the Defendant opted not to take the said leave, despite it being approved. The statement of claim went further to state that the Defendant on 3rd June, 2013 applied for leave again, but the same was denied, as it was not convenient for the Defendant to proceed on the same.

